

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 3	DATE 2/27/2012
	TO LEASE NO. GS-05B-18418	

ADDRESS OF PREMISES: **Center 37 South**
2001 South Liberty Drive,
Bloomington, Indiana 47403-5137

THIS AGREEMENT, made and entered into this date by and between **GWP, LLP** *MP*
whose address is: **1128 SOUTH COLLEGE MALL ROAD**
BLOOMINGTON, INDIANA 47401

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:


WHEREAS, the parties hereto agree to supplement the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government as follows:

- 1.) To accept the tenant improvements installed by Lessor as substantially complete;
- 2.) Reset the lease commencement and termination date and rent schedule;
- 3.) Restate the Commission Credit and application of the Commission Credit to reduce rent
- 4.) all other terms and conditions are in full force and effect.


See Attached

IN WITNESS WHEREOF, the parties subscribe their names as of the above date.


BY: **GWP, LLP**


Managing Partner
(Title)

Eric C. Stalberg
(Printed Name)

WITNESSED IN THE PRESENCE OF


Debra J. O'Herran
(Printed Name)



Bloomington, IN 47401
(City, State, Zip)

UNITED STATES OF AMERICA	GENERAL SERVICES ADMINISTRATION
BY 	CONTRACTING OFFICER
	(Official Title)

Supplemental Lease Agreement # 3
 Center 37 South, 2001 South Liberty Drive, Bloomington, Indiana 47401

- 1.) The Government acknowledges Tenant Improvements installed by the Lessor are substantially complete and accepted as of January 17, 2012. The lessor had agreed to construct the Tenant Improvements for \$116,033.06. This is \$4,683.86 less than the Tenant Improvements Allowance specified in paragraph 16 of the lease (\$120,716.92). The rent will be reduced accordingly.
- 2.) Paragraph 2 of the Standard Form 2 (SF-2) – U.S. Government Lease for Real Property – is hereby deleted in entirety and replaced as follows:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 17, 2012 through January 16, 2022, subject to any renewal rights as may be hereinafter set forth."

- 3.) Section 3 of the Lease (Standard Form 2) is replaced in entirety with the following:

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Term	Shell	Base cost of services	Tenant Improvement allowance	Building Specific Security Costs	Total Annual Rent	Total Monthly Rent
1/17/2012 to 1/16/2017	\$42,701.740	\$23,537.180	\$27,900.774	\$1,226.323	\$95,366.01	\$7,947.16
1/17/2017 to 1/16/2022	\$47,897.450	\$23,537.180	N/A	N/A	\$72,370.13	\$6,030.84

Rent shall be adjusted in accordance with the provisions of the Solicitation of Offers and General Clauses. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period shall be prorated. Rent shall be made payable to:

GWP, LLP *MP*
 1128 South College Mall Road
 Bloomington, Indiana 47401

- 4.) Paragraph 4 of the Standard Form 2 (SF-2) – U.S. Government Lease for Real Property – is hereby deleted in entirety and replaced as follows:

"4. The Government may terminate this lease at any time after January 16, 2017 by giving at least 90 days' notice to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

Gov't Initials *MP*

Lessor Initials: *MP*

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5.) Section 26 of the lease (Standard Form 2, Attachment A) is replaced in entirety with the following:

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the Aggregate Lease Value for the initial firm term of this lease. The total amount of the commission is [REDACTED] (\$95,366.01 X 5 YRS X [REDACTED]). In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED] X [REDACTED]). The Lessor agrees to pay the Commission less the Commission Credit [REDACTED] - [REDACTED] to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO which forms part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent.

First Month's Rental Payment - \$7,947.16 minus prorated Commission Credit of [REDACTED] equals [REDACTED]

Second Month's Rental Payment - \$7,947.16 minus prorated Commission Credit of [REDACTED] equals [REDACTED]

Third Month's Rental Payment \$7,947.16 minus prorated Commission Credit of [REDACTED] equals [REDACTED]

6.) All other terms and conditions of the lease shall remain in full force and effect.

Gov't Initials

Lessor Initials: MP